



**SPECIAL CALLED MEETING AGENDA  
SALADO BOARD OF ALDERMEN**

**THURSDAY, JANUARY 22, 2015 6:30 P.M.**

**MUNICIPAL BUILDING  
301 NORTH STAGECOACH, SALADO TX  
BOARD OF ALDERMEN CHAMBERS**

**I. CALL TO ORDER**

1. Invocation / Moment of Silence
2. Pledge of Allegiance, Texas Pledge of Allegiance

("Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.")

**II. REPORTS – n/a**

**III. PROCLAMATIONS – n/a**

**IV. PUBLIC COMMENTS**

3. Citizens who desire to address the Board of Alderman on any matter may sign up to do so prior to this meeting. Public comments on issues not listed on the agenda will be received during this portion of the meeting. Comments related to items on the agenda will be received during consideration of the individual agenda item. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board of Alderman.

## **V. REGULAR AGENDA**

### **Resolutions**

4. Presentation, discussion and possible action on a Resolution authorizing the Village of Salado to enroll in and participate in the purchasing program known as the Cooperative Interlocal Procurement Exchange (CILPEX) **Motion to approve a Resolution authorizing the Village of Salado to enroll in and participate in the purchasing program known as the Cooperative Interlocal Procurement Exchange (CILPEX)**

### **Public Hearings / Ordinances** – N/A

### **Miscellaneous**

5. Presentation, discussion, and possible action on an agreement with the Public Arts League of Salado to provide programs and services for Fiscal Year 2014-15 in an amount of \$6,500.00. **Motion to approve an agreement with the Public Arts League of Salado to provide programs and services for Fiscal Year 2014-15 in an amount of \$6,500.00**
6. Presentation, discussion, and possible action on a professional services agreement for financial and bookkeeping services with Kristi Stegall for \$35.00 per hour and not to exceed \$300.00 per month. **Motion to approve a professional services agreement for financial and bookkeeping services with Kristi Stegall for \$35.00 per hour and not to exceed \$300.00 per month**
7. Presentation, discussion, and possible action on a professional services agreement for payroll services with Kristi Stegall for \$35.00 per hour and not to exceed \$200.00 per month. **Motion to approve a professional services agreement for payroll services with Kristi Stegall for \$35.00 per hour and not to exceed \$200.00 per month**

## **VI. EXECUTIVE SESSION**

8. Discuss Personnel Matters as provided for in Texas Government Code Section 551.074

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The Village of Salado reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

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This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Village Secretary's office at (254) 947-5060 for further assistance.

I hereby certify that a true and correct copy of this Notice of Meeting was posted in a public place at 5:00 p.m., on Friday, January 16, 2015.

Douglas A. Hansen, Village Secretary

Removed from display: \_\_\_\_\_

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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01/22/15  
Item # 6  
Regular Agenda  
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**DEPT/DIVISION REVIEW:** Kim Foutz, City Administrator

**ITEM DESCRIPTION:** Presentation, discussion and possible action on a Resolution authorizing the Village of Salado to enroll in and participate in the purchasing program known as the Cooperative Interlocal Procurement Exchange (CILPEX)

**STAFF RECOMMENDATION:** Staff recommends approval

**ITEM SUMMARY AND ANALYSIS:** CILPEX provides Buy Board services for municipal governments in order to simplify the procurement process. Buy boards simplify municipal procurement by acting as an intermediary that replaces the bid process. The buy board solicits three bids from vendors for a given product and pass that information on to the buyer. This saves the buyer (the Village) time.

**COMPREHENSIVE PLAN/MASTER PLANS:** n/a

**FISCAL IMPACT:** n/a

### **ATTACHMENTS:**

- Proposed Ordinance
- Ordinance example from CILPEX
- Agreement example from CILPEX



**VILLAGE OF SALADO  
RESOLUTION**

Resolution No. R-2015-110

**A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE  
VILLAGE TO ENROLL IN AND PARTICIPATE IN THE PURCHASING  
PROGRAM KNOWN AS COOPERATIVE INTERLOCAL  
PROCUREMENT EXCHANGE (CILPEX)**

**WHEREAS,** the Village of Salado, Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the purchasing program known as the Cooperative Interlocal Procurement Exchange (hereinafter "CILPEX"), and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized; and

**WHEREAS,** after a competitive solicitation and selection process by America Can, the Lead Agency, CILPEX has set up a number of Master Agreements to provide goods, products and services based upon national volumes; and

**WHEREAS,** the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as the Lead Agency; subject to the applicable local purchasing ordinances and laws of the state of purchase;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
VILLAGE OF SALADO THAT:**

1. The Village of Salado is authorized to enroll in and participate in the purchasing program known as Cooperative Interlocal Procurement Exchange (CILPEX), and purchases through such program shall be deemed to meet the Village's competitive purchasing requirements.
2. The Village of Salado is authorized to participate in general procurement and Master Agreement(s) necessary to enroll and participate in CILPEX.
3. This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** on this the 22nd day of January, 2015, by a vote of \_\_\_\_\_ Ayes, \_\_\_\_\_ Nays, and \_\_\_\_\_ Abstentions of the Board of Aldermen.

**THE VILLAGE OF SALADO**

\_\_\_\_\_  
Skip Blancett, Mayor

**ATTEST:**

\_\_\_\_\_  
Douglas A. Hansen, Village Secretary

**APPROVED AND PASSED this, the 15th day of January, 2015**

**VILLAGE OF SALADO, TEXAS**

\_\_\_\_\_  
Skip Blancett, Mayor

**ATTEST:**

\_\_\_\_\_  
Village Secretary



## Interlocal Agreement

# CILPEX™

Cooperative  
Interlocal  
Procurement  
Exchange

### Contracting Parties

\_\_\_\_\_  
(Participating Agency)

\_\_\_\_\_  
(Lead Agency)

\_\_\_\_\_  
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

#### Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this Cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

#### Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

#### Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

The Lead Agency, America Can, and Cooperative Interlocal Procurement Exchange (CILPEX) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide. Please send a signed Interlocal Agreement by email to [GPmembers@CILPEX.com](mailto:GPmembers@CILPEX.com), fax to 817.393.1094, or mail to CILPEX, 1911 E. Division St., Arlington, TX 76011. A facsimile or e-mail transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

**Participating Agency**

**Lead Agency**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person/Title

\_\_\_\_\_  
Contact Person/Title

\_\_\_\_\_  
Contact's Telephone Number

\_\_\_\_\_  
Contact's Telephone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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01/22/15  
Item # 5  
Regular Agenda  
Page 1 of 2

**DEPT/DIVISION REVIEW:** Kim Foutz, City Administrator

**ITEM DESCRIPTION:** Presentation, discussion and possible action on an agreement with the Public Arts League of Salado to provide programs and services for Fiscal Year 2014-15 in an amount of \$6,500.00

**STAFF RECOMMENDATION:** n/a

**ITEM SUMMARY AND ANALYSIS:** During the last budget cycle, the Public Arts League of Salado made a presentation to the Tourism Council asking for a grant of \$8,000 for programs and services they provide throughout the year. The Council voted to recommend funding for consideration by the BOA. This request was not presented to nor considered by the Board of Aldermen during the FY 2014-15 Village budget deliberations.

Attached please find the request for funding in the amount of \$6,500. Similar to the other organizations the Village has funded, funding must be provided via a service agreement. In the event the Board of Aldermen chooses to fund this request, below is a summary of programs and services that are outlined in the proposed service agreement.

- 1) Display of ten new pieces of sculpture (10 x \$400 stipend for art piece) + (\$100 x 10 stones to place the art on) for a total of \$5,000. PALS will cover expenses for additional pieces with a goal of 15 pieces.
- 2) Taste of Salado event – February 21 – Art will be displayed during the event, participating artists will be honored, and prize money will be awarded for the winning pieces (\$250, \$500, and \$750). The total request for this is \$1500.

**COMPREHENSIVE PLAN/MASTER PLANS:** n/a

**FISCAL IMPACT:** If approved, this expense would be charged to the Hotel Motel Fund for FY 2014-15. The current budget includes \$13,000 for special projects, however this funding was set aside to assist in implementation of the Action Plan that is approved by the Supervisory Board. Therefore the current budget does not include this funding, a future budget amendment would be necessary, and funding would come from H/M reserves.

Note: please reference the following information regarding use of hotel/motel funds as per a joint publication of TML and the Texas Hotel & Lodging Association. Prior to the meeting, the Bureau Director will contact appropriate entities to confirm whether Hotel/Motel funds may be utilized.

## **USE OF LOCAL HOTEL OCCUPANCY TAX REVENUES**

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

- 1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- 2) Paying the administrative costs for facilitating convention registration.
- 3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 4) Expenditures that promote the arts.
- 5) Funding historical restoration or preservation programs.
- 6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.
- 7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities. 1
- 8) Funding transportation systems for tourists
- 9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

This section authorizes the expenditure of local hotel occupancy tax for a variety of art-related programs that also promote tourism and local hotel and convention activity.<sup>34</sup> Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.<sup>35</sup> However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.<sup>36</sup> Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry,' and only for the specific uses listed in the statute." There are many success stories of cities that have partnered with the arts entities to turn one day arts events into multi-day events that can substantially increase tourism and hotel activity. Such partnerships and long term planning can help both foster the arts and grow hotel tax proceeds that can be made available to the arts.

## **ATTACHMENTS:**

- Agreement

# **AGREEMENT FOR DISBURSEMENT OF VILLAGE OF SALADO FUNDS**

**Date: January 22, 2015**

This agreement is made by and between the Village of Salado, Texas, a general law city in Bell County, Texas, (hereinafter referred to as "VILLAGE"), and the Public Art League of Salado, a nonprofit organization located in Bell County, Texas, (hereinafter referred to as "PROVIDER").

## **WITNESSETH:**

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

### **I. GENERAL PROVISIONS**

#### **A. PURPOSE**

The purpose for this Agreement is to establish the terms and conditions associated with disbursement of VILLAGE funds to PROVIDER for use in its programs to benefit the citizens of the VILLAGE.

If PROVIDER modifies its program needs, or for other good and just reason PROVIDER is no longer able to, or no longer desires to, use any asset purchased with the funds granted under this agreement for the express purpose described herein, then PROVIDER may use the asset for other types of PROVIDER service programs with the VILLAGE's prior written approval. The VILLAGE has the sole right to approve, disapprove, or modify the new use and shall assure that the new use meets statutory authority for expenditure of hotel/motel funds. In addition, the VILLAGE shall monitor the new use of the asset to assure that it continues to be used for the benefit of residents of the VILLAGE.

The VILLAGE shall act through its VILLAGE Administrator, or his duly authorized representative, unless otherwise stated in this agreement.

#### **B. DURATION**

The term of this agreement begins on the 22<sup>th</sup> day of January, 2015, and ends on the 30<sup>th</sup> day of September, 2015.

#### **C. TERMINATION**

This agreement may be terminated by the VILLAGE in the event of default, inability, or failure to perform on the part of PROVIDER, if the VILLAGE disapproves a new use of the funds (under Part I. A.), or whenever such termination is determined by the VILLAGE to be in the VILLAGE's best interest. Likewise, the agreement may be terminated by PROVIDER if the VILLAGE does not provide funds pursuant to this agreement.

##### **1) Material Breach**

If PROVIDER breaches any of the material terms of this agreement (as determined by the VILLAGE), the VILLAGE shall have the right to declare this agreement immediately terminated, and the VILLAGE shall have no further responsibility or liability hereunder.

## **2) Non-Material Breach**

The VILLAGE shall notify PROVIDER in writing of any non-material breach of this agreement, and specify a reasonable time within which to cure the particular breach. After being notified of such non-material breach, if PROVIDER fails to cure the non-material breach within the time stated in the notice, this agreement shall automatically terminate at the expiration of the stated time allowed for cure.

## **D. STATUS OF PROVIDER AS INDEPENDENT CONTRACTOR**

PROVIDER shall operate as an Independent Contractor and not as an officer, agent, servant, or employee of the VILLAGE. PROVIDER shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same.

## **II. DUTIES AND RESPONSIBILITIES OF VILLAGE**

### **A. DISBURSEMENT OF FUNDS**

The VILLAGE will furnish funds for use as stated herein. The VILLAGE will monitor the use of such funds to ensure appropriate use of the funds. Funds shall be disbursed after execution of this Agreement and in compliance with the provisions herein. PROVIDER may submit a written request for disbursement to be paid in one lump sum to the Village Secretary's Office, P.O. Box 219, Salado, TX 76571.

### **B. AMOUNT OF FUNDS**

It is agreed that the total amount of funds to be paid PROVIDER under the terms of this agreement is SIX THOUSAND FIVE HUNDRED AND NO/100THS (\$6,500.00) DOLLARS.

## **III. DUTIES AND RESPONSIBILITIES OF PROVIDER**

### **A. STATEMENT OF WORK**

PROVIDER will use funds provided by the VILLAGE for performing the following Scope of Services:

- 1) Display of ten new pieces of sculpture (10 x \$400 stipend for art piece) + (\$100 x 10 stones to place the art on) for a total of \$5,000. PALS will cover expenses for additional pieces with a goal of 15 pieces.
- 2) Conduct a Taste of Salado event – February 21 – Art will be displayed during the event, participating artists will be honored, and prize money will be awarded for the winning pieces (\$250, \$500, and \$750). Services will be performed for \$1500.
- 3) PROVIDER, as a contractor, will provide all materials and services to perform the above stated work.

### **B. RECORDS AND REPORTS**

1) PROVIDER will keep or cause to be kept an accurate record of all actions taken and all funds expended, with source documents, in the pursuit of the objectives of the performance of this Agreement.

2) PROVIDER will submit a report to VILLAGE no later than October 30, 2015, describing work performed by PROVIDER during the term of this Agreement and including information about activities, numbers of persons served, and other indicia of PROVIDER's success in achieving the goals of this Agreement.

### **C. COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS**

PROVIDER further agrees that its officers, directors, agents, employees, and subcontractors shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of the VILLAGE of Salado.

If the VILLAGE notifies PROVIDER of any violation(s) on the part of PROVIDER or any of its officers, directors, agents, servants, employees, invitees, or subcontractors, then PROVIDER shall immediately desist from and correct such violations.

### **D. MONITOR EFFECTIVENESS OF SERVICES AND WORK**

PROVIDER agrees to cooperate with the VILLAGE regarding the VILLAGE's monitoring of PROVIDER's compliance with the terms of this agreement. The VILLAGE shall have access at reasonable hours to all offices and records (dealing with the use of the funds that are the basis of this agreement) of PROVIDER, its officers, directors, agents, employees, and subcontractors for the purpose of such monitoring.

### **E. ASSIGNMENT**

PROVIDER shall not assign all or any part of its rights, privileges, or duties under this agreement without the prior written approval of the VILLAGE Board of Aldermen.

## **IV. MISCELLANEOUS**

### **A. LAW & VENUE**

This Agreement shall be governed by the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this agreement, venue for said action shall be in Bell County, Texas.

### **B. WRITTEN INSTRUMENT IS ENTIRE AGREEMENT**

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed under this agreement and may not be modified unless in writing, executed by all parties.

### **C. PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience, and are not intended to define or to limit the scope of any provision of this agreement.

### **D. SEVERABILITY**

In any case, if one or more of the provisions contained in this agreement, shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**VILLAGE OF SALADO, TEXAS**

**LEADERSHIP SALADO**

\_\_\_\_\_  
Skip Blancett, Mayor

\_\_\_\_\_  
By: Jill Shipman (Chairman)

ATTEST:

ATTEST:

\_\_\_\_\_  
Douglas Hansen, Village Secretary

STATE OF TEXAS       '

COUNTY OF BELL       '

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by Skip Blancett, Village Mayor, on behalf of the VILLAGE of Salado, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       '

COUNTY OF BELL       '

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by  
\_\_\_\_\_ as \_\_\_\_\_, on behalf of the Public  
Arts League of Salado.

\_\_\_\_\_  
Notary Public, State of Texas

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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01/22/15  
Item # **6**  
Regular Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Presentation, discussion and possible action on a professional services agreement for financial and bookkeeping services with Kristi Stegall for \$35.00 per hour and not to exceed \$300.00 per month.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** Village staff has worked with the BOA appointed Investment Officer to define what financial services are needed by the Village. In response, the Investment Officer provided staff with a list of functions that are needed as well as the delineation of duties and responsibilities in order to accomplish the appropriate checks and balances. Please see the attached recommendation for services needed.

In response, staff requested that Brockway, Gersbach, Franklin & Niemeier, P.C. recommend a qualified individual, with municipal experience, to perform these services. Kristi Stegall was recommended by the firm. Please see the attached proposal and proposed agreement.

Highlights of the services include:

- Review monthly bank reconciliations and cash forecasting reports
- Assist with communications to Investment Officer
- Monitor and adjust sales tax receivable/income accounts
- Monitor and adjust property tax receivable/income accounts
- Monitor and adjust franchise tax receivable/income accounts
- Review draft statements for anomalies and address with Village staff
- Prepare financial statements monthly
- General ledger account maintenance
- Audit representation

**FISCAL IMPACT:** The agreement provides that all services will be provided at \$35.00 per hour not to exceed \$300.00 per month.

**ATTACHMENTS:**

Financial Services Recommendations

Proposal

Proposed Agreement – delivered on Tuesday

## Financial Services Recommendations

### Considerations for contracting preparation of Village Financial Statements

1. Hourly rate
2. Range of hours acceptable
3. Where will work be performed?
  - a. Village Office (% of Total)
  - b. Remotely (% of Total)
4. Identification of accounting functions and individuals responsible (see table below)

Function	Village Employee	Contractor	Other 3 <sup>rd</sup> Party	By Date
<b>Accounts Payable</b>				2 <sup>nd</sup>
- Invoice Coding	X			
- Invoice Entry	X			
- Check Preparation	X			
- Check Distribution	X			
<b>Accounts Receivable</b>				3 <sup>rd</sup>
- Preparation of Manual Deposits	X			
- Coding of Manual Deposits	X			
- Entry of Manual Deposits	X			
- Coding of Automated Deposits	X			
- Entry of Automated Deposits	X			
<b>Payroll</b>				1 <sup>st</sup>
- Gather and Enter Time Worked		X		
- Identify and Enter Special Pay (Holiday, Vacation, Tenure Based, Etc.)		X		
- Prepare and Distribute Checks		X		
- Prepare Quarterly Federal Payroll Tax Returns and Payment Authorization		X		
- Prepare Quarterly State Tax Returns and Payment Authorization		X		
- Prepare Other Returns and Reports (TMRS, Etc.)		X		
<b>Cash Account Maintenance (for each account)</b>				7 <sup>th</sup>
- Monthly Reconciliation GL to Bank	X	X		
- Scan and Forward Statement to Investment Officer	X	X		

- Monthly Preparation of Cash Forecast for Investment Officer	X	X		
<b>Balance Sheet Account Review / Adjustment</b>				14 <sup>th</sup>
- Review Cash Reconciliations		X		
- Review and Adjust Sales Tax Receivable		X		
- Review and Adjust Property Tax Receivable		X		
- Review and Adjust Franchise Tax Receivable (if accruing Franch. Tax)		X		
<b>Statement of Revenues and Expenses</b>				
- Review Draft Statements for anomalies and correct or question Village staff		X		15 <sup>th</sup>
<b>Prepare Final Statements</b>		X		20 <sup>th</sup>
<b>Prepare Written Report Addressing Key Items</b>		X		20 <sup>th</sup>

# PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AND PAYROLL SERVICES

THIS AGREEMENT is made as of January 22, 2015 between The Village of Salado ("Client") and Kristi Stegall ("Provider").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Provider agrees to perform accounting services to include payroll and all related payroll functions as well as overseeing the Quickbooks Company file to facilitate current and useful accounting reports on a monthly basis. Please see Exhibit "A"-Scope of Work, such Scope of Work being incorporated as a part of this agreement. Such services are hereinafter referred to as "Services." Client agrees that Provider shall have ready access to Client's staff and resources as necessary to perform the services provided for by this contract.
2. **Rate of Payment for Services.** Client agrees to pay Provider for Services in accordance with the schedule contained in Exhibit B attached hereto and executed by both Client and Provider.
3. **Invoicing.** Client shall pay the amounts agreed to herein within 10 days upon receipt of invoices which shall be sent by Provider, and Client shall pay the amount of such invoices to Provider in accordance with Exhibit B attached hereto and executed by both Client and Provider.
4. **Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which deemed to be confidential under the Open Records Act.

Provider hereby acknowledges that during the performance of this contract, the Provider may learn or receive confidential Client information and therefore Provider hereby confirms that all such information relating to the client's business will be kept confidential by the Provider, except to the extent that 1) such information is required to be divulged to the Provider's clerical or support staff or associates in order to enable Provider to perform Provider's contract obligation, or 2) such records must be made available to the public as per the Open Records Act

5. **Staff.** Provider is an independent contractor and neither Provider nor Provider's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Provider for the services described in Exhibit "B"-Rate Schedule, Expenses, and Payment Schedule, and Scope of Services described in Exhibit "A", and Provider reserves the right to determine the method, manner and means by which the services will be performed. Provider is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Provider's time spent at the premises is to be at the discretion of the Provider; subject to the Client's normal business hours and security requirements.

Provider may be required to acquire training and or gain working knowledge of specialized software or systems to enable Provider to perform services required hereunder.

Provider shall not be required to devote Provider's full time nor the full time of Provider's staff to the performance of the services required hereunder, and it is acknowledged that Provider has other Clients and Provider offers services to the general public. The order or sequence in which the work is to be performed shall be under control of Provider. Except to the extent that the Provider's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the services shall be provided by Provider.

Either party may terminate a Project at any time, with or without cause. Any monies already paid for services rendered by Provider shall not be refunded to Client. Provider will be paid only for services rendered. In the event of termination without cause by Client or termination with cause by Provider, Provider shall be entitled to receive a compensation for work completed, based on the contract price and expenses already incurred. In the event of any termination of a Project, Provider shall retain all intellectual property rights in and to the copy and material prepared by her. The remedies provided in this Section 5 shall be the sole remedies of the parties in the event of the termination of a Project.

Client shall not provide any insurance coverage of any kind for Provider or Provider's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Provider shall take appropriate measures to insure that Provider's staff is competent and that they do not breach Section 4 hereof.

6. **Use of Work Product.** Upon completion of project, Client shall have all copyright and patent rights to all deliverables with respect to all materials developed under this contract. Provider shall not retain any copyright interests in and to all rejected copy prepared during the project development. Provider forfeits all copyright interests. Use of any part or whole deliverable without express permission from Client is a breach of confidentiality as described in Section 4.
7. **Client Representative.** The Mayor or Village Administrator shall represent the Client during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.
8. **Disputes.** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Provider's address [16(ii)] or any other state in which the Client resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this Section 8 were not a part hereof.

9. **Taxes.** Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Provider shall be responsible for any taxes or penalties assessed by reason of any claims that Provider is an employee of Client and Client and Provider specifically agree that Provider is not an employee of Client.

# LIMITED WARRANTY

10. **Liability.** Provider warrants to Client that the material, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Client and Provider. Provider makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose of merchantability. In no event shall Provider be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Provider in advance or could have been reasonably foreseen by Provider, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.
11. **Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Provider by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.
12. **Applicable Law.** Provider shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Estimate. This Agreement shall be construed in accordance with the laws of the State indicated by the Provider's address [16(ii)].
13. **Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
14. **Additional Work.** After receipt of an order which adds to the Services, Provider may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Provider for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.
15. **Notices.**

(i). Notices to Client should be sent to:

Mayor Skip Blancett  
Village of Salado  
301 North Stagecoach  
Salado, TX

(ii). Notices to Provider should be sent to:

Kristi Stegall  
812 Filly Lane  
Temple, TX 76504

16. **Assignment.** This agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

## Client:

By: \_\_\_\_\_  
Name: Skip Blancett  
Title: Mayor  
Village of Salado  
Date: \_\_\_\_\_

## Provider:

By: \_\_\_\_\_  
Name: Kristi Stegall  
Date: \_\_\_\_\_

**Kristi Stegall**

**812 Filly Lane**

**Temple, TX 76504**

**Kristi.stegall@yahoo.com**

**254.718.0864**

**Exhibit A: Scope of Services**

Kristi Stegall  
812 Filly Lane  
Temple, TX 76504

Kim Foutz, Village Administrator  
Village of Salado  
P.O. Box 219  
Salado, TX 76571

Dear Mrs. Foutz,

Thank you for inquiring about my accounting services. I am very interested in assisting the Village of Salado with their financial and bookkeeping needs.

**Accounting Services Proposal**

**Scope of Work-Payroll**

Full service payroll to include:

- Bi-weekly entry and payroll processing for Village employees
- Additions and deductions to/from employee pay
- Direct deposit
- Paystub distribution
- Preparation and filing of all quarterly and annual reports and tax forms
- Preparation and payment processing of all payroll taxes and TMRS reporting

**Scope of Work- Financial Services**

- Review monthly bank reconciliations and cash forecasting reports
- Assist with communications to Investment Officer
- Monitor and adjust sales tax receivable/income accounts
- Monitor and adjust property tax receivable/income accounts
- Monitor and adjust franchise tax receivable/income accounts
- Review draft statements for anomalies and address with Village staff
- Prepare financial statements monthly
- Prepare written report addressing key items in financial reports
- General ledger account maintenance
- Audit representation

**Scope of Work- Training**

In office training on Quickbooks daily procedures (Accounts Receivable/Accounts Payable, etc) is available as requested.

## **Costs**

Payroll – upon request: \$35 per hour

Financial Services: \$300 monthly or \$35 per hour – whichever is less

In office Quickbooks training/consulting: \$35 per hour

Other financial services upon written request: \$35 per hour

## **Credentials:**

In 1993 I earned my Bachelors of Business Administration in Accounting at Texas A&M University. I have over twenty years of experience serving the accounting needs of small to mid-sized businesses in Texas, enabling owners and administrators with limited accounting knowledge to concentrate on the core of their business. Providing financial information to clients in a timely and accurate manner is a commitment that cannot be compromised. Meaningful, well-organized financial records ensure that business operations will run more efficiently on a daily basis. Experience in governmental accounting includes over three years as the City Accountant for the City of Troy. Expertise includes a full range of cost effective accounting services such as:

- Full Cycle Bookkeeping
- Financial Statement Preparation
- Cash Flow Analysis
- General Ledger
- Bank Reconciliations
- Accounts Receivable
- Accounts Payable
- Invoice Preparation
- Budget Preparation
- Year-End Closing
- Job Costing
- Payroll

**References:**

- City of Troy (2011-Present)  
Jeff Straub, City Administrator  
Michael Morgan, Mayor  
PO Box 389 Troy, TX 76579  
(254) 938-2506
- Temple Economic Development Corporation (Ongoing Consulting)  
Charley Ayres, Vice President  
Jennifer Avery, Director of Operations  
One South First Street  
Temple, TX 76501  
(254) 778-8332
- Heart of Texas Gymnastics (1999-Present)  
Beth Gardner, Owner  
6110 General Bruce Drive  
Temple, TX 76502  
(254) 939-0737
- Oakleigh and Nautilus Property Holdings (2010-Present)  
Andy Olsen  
905 Blaylock Drive  
Salado, TX 76571  
(254) 217-3200
- J. David Stanford, Attorney At Law (2011-Present)  
Shannon Stanford Seib, Office Manager  
80 North Main  
Salado, TX 76571  
(254) 947-5020

I have enjoyed visiting with you and Lyndsey about how I could meet the Village of Salado's accounting needs, and I am excited about the prospect of working together. Should you desire to further discuss any of my specific qualifications or experiences, please don't hesitate to contact me.

I look forward to working with you.

Thank you,

Kristi Stegall

# Exhibit B: Rate Schedule, Expenses, Payment Schedule

## Provisions

This contract constitutes a General Contract between Client and Provider. Terms of this contract will apply to all projects with Client until such time a new contract is required and signed. Provider can provide individual estimates on a project-by-project basis. Client's written acceptance of individual estimates binds Client and Provider to the terms of this General Contract unless otherwise specified.

## Rate Schedule

Rates subject to change. Notification of rate changes will occur in writing with submission of a new, dated Rate Schedule. Rate changes do not affect the General Contract unless otherwise specified. Client will only be billed hours worked unless Estimate specifies otherwise.

Description	Rate
Rate for Financial Scope of Services as per Exhibit "A"	\$300.00 per month or \$35 per hour whichever is less
Payroll and payroll reporting services – as requested	\$35 per hour
Training on payroll and Quickbooks	\$35 per hour
Other services – as requested	\$35 per hour
Project related expenses (including postage, photo copies)	as incurred

## Expenses

Client will assume responsibility for any reasonable expenses Provider incurs on behalf of the project or the Client. Whenever possible, Provider will make every reasonable attempt to seek Client approval before incurring any expenses.

## Payment Schedule

All invoices will be paid by Client within 10 days of receipt of invoice. Invoices will be submitted electronically upon completion of project unless otherwise specified in individual estimates.

Expenses will be submitted as incurred or within 30 days of incurring the expense. Provider will submit an itemized expense report with electronic copies of receipts unless otherwise requested. Expenses will be reimbursed by Client within 2 weeks (10 business days) of receipt of expense report.

## Non-Payment

Non-payment of invoices may result in an immediate stop work. Client will be immediately invoiced for any unbilled hours at the time of stop work and all monies owed will be expected to be paid to Provider immediately upon receipt. Any costs- including, but not limited to, loss of work, legal fees, and collections fees- incurred performing collections will be paid by Client.

# Exhibit C: Additional Formats / Reports

Financial reports will include balance sheet, profit and loss, and budget. Budget reports will include the following by account item:

Previous Fiscal Year Budget

Previous Fiscal Year Budget YTD

% previous Fiscal Year Budget YTD

Current Fiscal Year Budget

Current Fiscal Year Budget YTD

% Current Fiscal Year Budget YTD

# BOARD OF ALDERMAN

## AGENDA ITEM MEMORANDUM

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01/22/15  
Item # 7  
Regular Agenda  
Page 1 of 1

**DEPT/DIVISION REVIEW:** Kim Foutz, Village Administrator

**ITEM DESCRIPTION:** Presentation, discussion and possible action on a professional services agreement for payroll services with Kristi Stegall for \$35.00 per hour and not to exceed \$200.00 per month.

**STAFF RECOMMENDATION:** Staff recommends approval.

**ITEM SUMMARY AND ANALYSIS:** Upon recommendation of the BOA appointed Investment Officer, Village staff has obtained four proposals for payroll services. Proposals were received by Ceridian, ADP, Bruce Bolick, and Kristi Stegall.

Full service payroll services would include:

- Bi-weekly entry and payroll processing for Village employees
- Additions and deductions to/from employee pay
- Direct deposit
- Paystub distribution
- Preparation and filing of all quarterly and annual reports and tax forms
- Preparation and payment processing of all payroll taxes and TMRS reporting

Note: The BOA has asked for staff to investigate whether certain portions of the payroll services could be maintained by staff. Staff will investigate this question and have a recommendation regarding this question at the meeting.

**FISCAL IMPACT:** The agreement provides that all services will be provided at \$35.00 per hour not to exceed \$200.00 per month.

**ATTACHMENTS:**

Four Proposals

Proposed Agreement for Services – delivered on Tuesday

**PAYROLL SERVICE  
AND  
REPORTING PROPOSALS**

<b>Submittals to Date</b>	<b>Quarterly Payroll Report</b>	<b>Benefits</b>	<b>Annual W-2</b>	<b>New Employee Intake</b>	<b>Bi-Weekly Entry</b>	<b>TMRS</b>	<b>Cost</b>
<b>Ceridian</b>	X	checking	X	X	X	checking	2,729.80
<b>ADP</b>	X	X	X	X	X	checking	2,528.48
<b>Bolick</b>	X	X	X	X	X	X	3,600.00
<b>Stegal</b>	X	X	X	X	X	X	2,400.00